

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 05-011**

The City of Lincoln intends to enter into an agreement and invites you to submit a proposal for:

**AUCTIONEER SERVICES**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S  
SPECIFICATIONS ATTACHED**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 **Noon Wednesday, February 02, 2005**, in the office of the Purchasing Agent, K Street Complex, SW Wing, 440 S 8<sup>th</sup> Street, Ste. 200, Lincoln, Nebraska 68508. The names of firms submitting proposals will be publicly read in the Bid/ Conference Room located on the First Floor.

Firms should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

**REQUEST FOR PROPOSALS  
FOR  
AUCTIONEER SERVICES**

**1. GENERAL INFORMATION**

- 1.1 It is the intent of the City of Lincoln to contract with a professional auctioneer to conduct auctions and related asset recovery services as may be required during the term of the agreement.
- 1.2 The term of the agreement shall be one (1) year, June 1, 2005 through May 31, 2006, with options to renew on an annual basis thereafter upon mutual agreement between the City and Auctioneer, beginning June 1, 2007, not to exceed three (3) such annual renewals.
  - 1.2.1 Either party may cancel the agreement upon sixty (60) calendar days written notice.
  - 1.2.2 The City of Lincoln may cancel the agreement as of August 31st of any fiscal year upon fifteen (15) days written notice if funds are not appropriated for the continuance of the agreement into the following fiscal year.
- 1.3 The selling conditions for all auctions are "**AS IS, WHERE IS**".
- 1.4 Auctioneers shall provide proof of in-force public liability insurance of at least \$2,000,000.00 and automobile liability insurance of at least \$1,000,000.00 combined single limit.
  - 1.4.1 Such insurance shall name the City of Lincoln as "additional insured" as pertains to the performance of the services for the term of the agreement.
  - 1.4.2 The policy shall insure the City from any and all demands, claims, causes of action at law or in equity resulting from the performance of the services.
  - 1.4.3 Auctioneer shall provide Worker's Compensation Insurance for any employees of the auctioneer who perform any work under the terms of the agreements.
- 1.5 It is the express intent of the parties to any agreement reached as a result of this process that such agreement shall not create an employer-employee relationship; and that the Auctioneer, any employees of the Auctioneer or any persons acting on behalf of the Auctioneer shall be deemed to be an independent contractor during the entire term of the resultant agreement.
- 1.6 Auctioneer shall not accept or offer gifts or anything of value, nor enter into any business arrangements with, any employee or official of the City of Lincoln with regard to the performance of the agreement; and no employee or official of the City of Lincoln shall have personal financial interest in the agreement.
- 1.7 The terms and conditions of the agreement may be reviewed periodically as either party desires.
  - 1.7.1 Any modifications to the original agreement must be properly documented by mayoral change order, as an attachment to the original agreement.
- 1.8 The auctioneer shall not sell, assign, transfer or convey any interest in the agreement, in whole or in part, without prior written consent of the City of Lincoln.
- 1.9 All reports and supporting documents of all auctions that contain detailed records of auction proceedings shall become the property of the City of Lincoln.
- 1.10 Read attached Instructions to Proposers.

## **2. SUBMITTAL REQUIREMENTS**

- 2.1 Submit three (3) copies of your proposal on or before the date and time established for receiving proposals to:  
**Mr. Tom Kopplin, Assistant Purchasing Agent**  
**K Street Complex, SW Wing**  
**440 S. 8<sup>th</sup> Street, Ste. 200**  
**Lincoln, NE 68508**
- 2.2 Submit your firm's rates, including all fees and commissions on your own letterhead, indicating your schedule of commissions on a percent of gross proceeds basis.
  - 2.2.1 Your rates shall be submitted in a separate, sealed envelope clearly marked with your firm's name and this Project number.
  - 2.2.2 Proposals will be publicly opened, reading only the names of the firms submitting proposals.
    - 2.2.2.1 Fee and commission envelopes will not be publicly opened, but will be considered as part of the selection and negotiation process.
  - 2.2.3 All fees and commissions submitted as part of your proposal may be further negotiated during the selection and negotiation process.
- 2.3 Any material included in your proposal which is to be considered as confidential must be clearly marked as such by you; and such material will be treated as confidential by the City of Lincoln.

## **3. EVALUATION CRITERIA AND AWARD**

- 3.1 The evaluation criteria will consist of the following factors:
  - 3.1.1 QUALIFICATIONS AND EXPERIENCE OF AUCTIONEER
  - 3.1.2 FEE AND COMMISSION SCHEDULE SUBMITTED WITH PROPOSAL
  - 3.1.3 AUCTIONEER-S PROCEDURES AND METHODS UTILIZED TO MEET THE SCOPE OF SERVICES

## **4. QUALIFICATIONS OF AUCTIONEER**

- 4.1 Auctioneer shall have obtained the following permits and licenses as a condition of the agreement:
  - 4.1.1 City of Lincoln Permit to sell real or personal property at auction in accordance with L.M.C. Section 5.08.020.
  - 4.1.2 State of Nebraska Vehicle Auction Dealer's License in accordance with Neb. Rev, Stat. Section 60-1401.02.
- 4.2 Auctioneer must demonstrate general auction experience, and must have substantial experience in conducting municipal government auctions for:
  - 4.2.1 Surplus rolling stock (automobiles, trucks).
  - 4.2.2 Surplus heavy construction equipment.
  - 4.2.3 Surplus office furniture and related equipment.
  - 4.2.4 Live On-line Auctions
  - 4.2.5 Web based Sales Bills
  - 4.2.6 Electronic Surplus Property Registration compatible with the City-s computer network to facilitate electronic information sharing capabilities between the City and the Auction Company.
    - 4.2.6.1 The ability and willingness to train at the City/County-s request, City/County Departments.

- 4.3 Your proposal must affirmatively demonstrate your ability and capacity to perform the agreement. The following documents must be included with your proposal:
- 4.3.1 Compiled financial statement for most recent fiscal year.
  - 4.3.2 Your certified personal mailing list of prospective bidders.
  - 4.3.3 A sample final report from another recent surplus property auction for rolling stock and heavy construction equipment of similar size to the City of Lincoln.
  - 4.3.4 A reference list of all auctions for municipal, state and quasi-government agencies and authorities conducted in 2002, 2003 and 2004; including number of lots/items sold and total gross proceeds of each auction listed.
  - 4.3.5 Copies of your current City of Lincoln Auctioneers Permit and State of Nebraska Vehicle Auction Dealer's License.
  - 4.3.6 A statement of your capability for handling miscellaneous items that need to be sold throughout the agreement term, which were not available for scheduled auctions. (Scrap; truck declared surplus taken to another auction you are conducting).

**5. SCOPE OF SERVICES**

- 5.1 The City of Lincoln anticipates the following number of surplus property auctions per year:
- 5.1.1 One (1) surplus rolling stock and heavy construction equipment auction.
  - 5.1.2 One (1) surplus office furniture and related equipment auctions.
  - 5.1.3 At times surplus equipment or equipment come up, the selected auctioneer must agree to provide auctioneer services to dispose of such items at the contracted rate and terms.
- 5.2 The following auction services for City of Lincoln surplus property auctions shall be performed by the Auctioneer as essential elements of the agreement:**
- 5.2.1 Provide adequate personnel and resources to:**
- 5.2.1.1 Schedule delivery and receive surplus property at the auction site from the various departments prior to the auction;
  - 5.2.1.2 Arrange surplus property at the auction site;
  - 5.2.1.3 Conduct preview and auction to provide maximum asset recovery for the City of Lincoln; and
  - 5.2.1.4 Be responsible for clearing the auction site of all unclaimed and abandoned surplus property within a reasonable period of time after the auction as mutually agreed between the City and Auctioneer.
  - 5.2.1.5 Provide an electronic list of items designated as surplus to all City/County Departments before the auction so the Departments may claim item before it is auctioned off.
  - 5.2.1.6 The claiming period will be established by the City in conjunction with the selected Firm.

**5.2.2 Advertise auction in all appropriate newspapers, including the Lincoln Journal-Star and the Omaha World Herald.**

5.2.2.1 Advertisements shall be not less than one (1) column width times three (3) inches.

5.2.2.2 Advertisements shall appear twice in the Lincoln Journal-Star; one of which is to appear in the Lincoln Sunday Journal the Sunday prior to the auction date.

**5.2.3 Design, print and distribute suitable handbills/brochures to prospective bidders on Auctioneer's mailing list.**

5.2.3.1 Auctioneer's mailing list shall consist of not less than 3,000 prospective bidders, with no duplicate entries.

5.2.3.2 Auctioneer's mailing list shall be reviewed prior to each auction by the Purchasing Agent.

5.2.3.3 Auctioneer shall take every action to ensure that adequate notice of auction is made to specific markets for maximum exposure of any specialized equipment.

**5.2.4 Prepare auction catalog for public distribution, listing in order of sale the material to be auctioned, and assigning each lot/item an Auction Control Number.**

**5.2.5 Register all bidders.**

5.2.5.1 Registration record shall include bidder's name, address, telephone number and bidder number.

5.2.5.2 At the end of the auction, a copy of the registration record shall be supplied to the Purchasing Agent for the City's accounting records.

**5.2.6 Provide concession wagon.**

5.2.6.1 Proceeds from sale of concessions to be retained by the auctioneer.

5.2.6.2 Terms and conditions of concession contract to be between auctioneer and concession contractor.

5.2.6.3 Auctioneer shall be responsible for clean-up of debris from sale of refreshments.

**5.2.7 Provide public toilet facilities.**

5.2.7.1 Auctioneer may utilize the City's contractor for portable chemical toilets for all City of Lincoln auctions.

**5.2.8 Furnish a portable public address system capable of being heard at an outdoor auction.**

5.2.8.1 Provide a vehicle to be utilized for transporting public address system during the auction.

5.2.8.2 Public address equipment subject to approval of the City of Lincoln.

**5.2.9 Perform the following cashiering functions:**

5.2.9.1 Provide pre-numbered invoices for each lot/item sold.

5.2.9.2 The invoice shall include:

5.2.9.2.1 Sale date

5.2.9.2.2 Successful bidder's name, address, telephone  
Item description

\* Gross selling price

**5.2.10 Collect all auction proceeds, total all invoices, and prepare a final report of auction proceedings, and within ten (10) working days after each auction deliver to the City the final report and all auction proceeds, net of expenses, commission and taxes.**

**The final report of auction proceedings shall include a billing statement itemizing the following auction expenses:**

5.2.10.1 All commissions and taxes due the Auctioneer in accordance with the agreement.

5.2.10.2 The cost of design and printing of handbills and brochures. Notice of sales tax, warranty disclaimers and map of auction site are required.

5.2.10.3 Postage for mailing of brochures to prospective bidders on Auctioneer's mailing list.

5.2.10.4 Classified advertising.

**The final report shall also include the following documentation:**

5.2.10.5 List of registered bidders.

5.2.10.6 Copies of pre-numbered invoices.

5.2.10.7 List of lots/items sold arranged by department with corresponding gross sale prices.

**5.2.13 Assume liability and responsibility for:**

5.2.13.1 Unpaid lots/items and/or bad checks accepted by the Auctioneer in payment for lots/items auctioned.

5.2.13.2 Remittance of all Nebraska sales & use taxes due for lots/items auctioned.

5.2.13.3 The handling and transferring all titles, sales tax statements, odometer statements, and disclaimers.

5.2.13.4 Pick up by successful bidders of lots/items purchased on the date of auction, but not later than 4:30 P.M. of the Wednesday following the auction.

**5.3 The following are the rights and responsibilities of the City of Lincoln associated with auctions:**

5.3.1 Provide auction site, including ample public parking, and roped-off sale area.

5.3.2 Provide access to maintenance records of surplus property for inspection by prospective bidders.

5.3.3 Provide to Auctioneer a detailed listing of surplus property to be auctioned in sufficient time for Auctioneer to schedule delivery to auction site, to assemble inventory list for public distribution, and prepare advertising and associated mailings.

5.3.4 Provide clear titles and all appropriate title documents, free of encumbrances, as pertains to any surplus property to be auctioned in sufficient time prior to auction date.

5.3.5 Auctions shall be with reserve, and all sales shall be subject to the approval of the City.

5.3.6 The City reserves the right to withdraw from auction any lot/item prior to the auction date, and to reject any bid at auction.

5.3.6.1 Any bid item that is rejected by the City will not be included in gross sales.

5.3.7 The City of Lincoln will pay the cost of fuel and utilities for City property associated with preview and auction proceedings.

**INTER-LOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

\_\_\_\_YES \_\_\_\_NO

If **YES**, Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### 1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

### 2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### 3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### 4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
  - 4.3.1 That all date recognition and processing by the software / firmware / hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 4.3.2 That all date sorting by the software/

firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software / firmware / hardware/equipment/systems that does comply with this Specification and Agreement.

### 5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### 6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

### 7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.



## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
- 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by

any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **12. AWARD**

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

## **13. AFFIRMATIVE ACTION**

- 13.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## **14. LIVING WAGE**

- 14.1 The proposers agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.